

May 18, 2011

VIA ECFS

Marlene H. Dortch, Esq.
Secretary
Federal Communications Commission
Office of the Secretary
445 Twelfth Street, S.W., Room TW-A325
Washington, D.C. 20554

Re: ***In re Applications of AT&T Inc. & Deutsche Telekom AG for Consent to Assign or Transfer Control of Licenses & Authorizations, WT Dkt No. 11-65 – Objection to Disclosure of Confidential Information to Leo A. Wrobel***

Dear Ms. Dortch:

Pursuant to a Protective Order for the AT&T/T-Mobile USA proceeding,¹ AT&T Inc. (“AT&T”), Deutsche Telekom AG (“Deutsche Telekom”), and T-Mobile USA, Inc. (“T-Mobile”; collectively with AT&T and Deutsche Telekom, “Applicants”) object to the Acknowledgment of Confidentiality (“Acknowledgment”) filed in the above-referenced docket on May 13, 2011 on behalf of Leo A. Wrobel of TelLAWCom Labs Inc.² Mr. Wrobel advises companies on how to manage their relationships with AT&T and other telecommunications carriers. Furthermore, for over a decade, Mr. Wrobel has launched a constant stream of formal and informal claims against AT&T, and he continues to prosecute them.³ Thus, Mr. Wrobel’s advisory activities fit squarely within the definition

¹ *In re Applications of AT&T Inc. & Deutsche Telekom AG for Consent to Assign or Transfer Control of Licenses & Authorizations*, WT Dkt No. 11-65, Protective Order, DA 11-674 (WTB rel. Apr. 14, 2011) (“*Protective Order*”).

² See Letter from Leo A. Wrobel, President, TelLawCom Labs Inc., to Marlene H. Dortch, Secretary, FCC (May 13, 2011).

³ See, e.g., Letter from Leo A. Wrobel, Principal, TelLAWCom Labs Inc., to AT&T Connectivity Billing Mgmt. (May 10, 2010) (seeking payment of a balance allegedly owed to Connect Insured Telephone despite previous communication from AT&T regarding the fraudulent nature of the charges); Letter from Deborah S. Waldbaum, General Attorney, AT&T Services, Inc., to Leo A. Wrobel, TelLAWCom Labs Inc. (Dec. 28, 2008) (Exhibits A and B respectively); see also, e.g., *In re Complaint of TelLAWCom Labs for Cypress, Local Telephone Services d/b/a Total Telephone, Rosebud, and Other Similarly Situated Clients; Report of Violation of Commission Orders; and Petition for Administrative Penalties Against AT&T*, Docket No. 35096 (Tex. Pub. Util. Comm’n arbitration award order filed Nov. 24, 2009); *In re Complaint of Local Phone Services Inc. d/b/a Best Phone Against Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas for*

Footnote continued on next page

of Competitive Decision-Making under the *Protective Order*⁴ while his litigation activity raises precisely the same risks. Accordingly, Applicants object to his Acknowledgment.

When Mr. Wrobel was Chairman and CEO of Premiere Network Services, Inc. (“Premiere”), Premiere filed 17 formal and informal complaints at the Public Utility Commission of Texas against SBC from 1998 until 2005, when Mr. Wrobel lost control of the company when its bankruptcy was converted to a Chapter 7 proceeding (liquidation). In all these cases, Premiere either lost or the matter was not formally resolved by the Texas commission. Since 2004, Mr. Wrobel has operated TelLAWCom Labs to continue his crusade against AT&T. His company website features numerous statements about the consulting work he performs on behalf of his clients:

- “**TelLAWCom Labs Inc.** specializes in **revenue recovery** from **AT&T** and other large incumbents. . . . We provide sound, technical consulting that solves problems”⁵
- “**TelLAWCom Labs Inc** can collect **SS7 messages** and compile them into AMA and EMI Call Detail Records. The IT systems of billing parties like AT&T or Verizon are bypassed in this process, creating an invaluable point of comparison in an audit, true-up, billing dispute or other reconciliation.”⁶

Indeed, these services amount to providing strategic business advice to clients as to how they can manage their business relationship with AT&T, including their payment and access charge obligations and the acquisition of new services.⁷ Therefore, Mr. Wrobel’s filing of an Acknowledgment of Confidentiality seeking access to Confidential

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Failure to Pay Liquidated Damages for Violation of Performance Measurement Provisions of the K2A Interconnection A, Docket 07-SWBT-872-COM (Kan. Corp. Comm’n order filed Jan. 2, 2008)

⁴ *Protective Order* ¶ 2 (“‘Competitive Decision-Making’ means that a person’s activities, association, or relationship with any of its clients involve advice about or participation in the relevant business decisions or the analysis underlying the relevant business decisions of the client in competition with or a business relationship with the Submitting Party.”). Undefined capitalized terms have the meanings supplied in the *Protective Order*.

⁵ Specialists in AT&T Billing Disputes, http://www.tellawcomlabs.com/billing_disputes.pdf (last visited May 18, 2011) (emphasis in original).

⁶ Stop Revenue Leakage NOW on Inter-Carrier Compensation, <http://www.tellawcomlabs.com/cdr.pdf> (last visited May 18, 2011) (emphasis in original).

⁷ See, e.g., Letter from Deborah S. Waldbaum, General Attorney, AT&T Services, Inc., to Leo A. Wrobel, TelLAWCom Labs Inc. (Dec. 28, 2008); Email from Suzanne C. Leslie, General Attorney, AT&T Services, Inc., to Leo A. Wrobel, Principal, TelLAWCom Labs Inc. (Jan. 17, 2011) (Exhibit C); Letter from Stillman Maxon, CEO, Local Telephone Service, Inc., to Suzanne Leslie, General Attorney, AT&T Services, Inc. (Aug. 3, 2007) (Exhibit D).

Information related to this proceeding raises concerns about his ability to use this information in other matters where he represents or advises clients in a business relationship with Applicants. This concern is elevated because Mr. Wrobel failed to identify the client that has retained him as a consultant to participate in this proceeding.⁸

The *Protective Order* is designed to address those concerns. It bars counsel and consultants whose “activities, association, or relationship with any of its clients involve advice about or participation in the relevant business decisions or the analysis underlying the relevant business decisions of the client in competition with or in a business relationship” with Applicants from obtaining access to Confidential Information in this proceeding.⁹ Such counsel and consultants have the incentive and ability to take the information they learn in this proceeding and apply it to the business decisions their clients make. And the risk of competitive harm is sufficiently great that the Commission has concluded that it is unreasonable to depend on their efforts to keep what they have learned from influencing the business decisions with which they are involved. Thus, the Commission denies access to Confidential Information to such counsel and consultants to keep them from giving their clients an unfair advantage at the expense of Applicants and the public interest in fair competition.

Mr. Wrobel is just such a consultant. He represents clients in competition or in business relationships with AT&T. With a focus on representing AT&T’s competitors, Mr. Wrobel will have the incentive and ability to use the information he learns in this proceeding in his other representations. It is unreasonable to expect that consultants like Mr. Wrobel will be able to forget what they learn or “split their brains in two” to keep the Confidential Information from being used unfairly to the detriment of Applicants.

Applicants welcome meaningful public participation in this proceeding and do not submit objections lightly. To date, Applicants have cleared 72 Outside Counsel (including non-attorney staff) and 24 Outside Consultants, collectively representing 22 parties, for access to confidential or highly confidential information. Applicants have now filed objections only in four cases where they clearly have been warranted: four lawyers from Bursor & Fisher, P.A.,¹⁰ two consultants from Economics and Technology,

⁸ *Protective Order* ¶ 2 (“‘Outside Consultant’ means a consultant or expert *retained for the purpose of assisting Counsel or a party in this proceeding*, provided that such consultant or expert is not involved in Competitive Decision-Making.”) (emphasis added).

⁹ *Id.*

¹⁰ See Letter from Peter J. Schildkraut, Arnold & Porter LLP, and Nancy J. Victory, Wiley Rein LLP, to Marlene H. Dortch, Secretary, FCC (May 12, 2011) (objecting to Bursor & Fisher, P.A. counsel).

Marlene H. Dortch, Esq.

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Inc.,¹¹ three management consultants from PRTM Management Consultants,¹² and Mr. Wrobel.

For these reasons, the Commission should dismiss or deny the Acknowledgment of Confidentiality submitted by Mr. Wrobel.

Respectfully submitted,

/s/ Peter J. Schildkraut

Peter J. Schildkraut
Arnold & Porter LLP
555 Twelfth Street, N.W.
Washington, D.C. 20004
202-942-5634

Counsel for AT&T Inc.

/s/ Nancy J. Victory

Nancy J. Victory
Wiley Rein LLP
1776 K Street, N.W.
Washington, D.C. 20006
202-719-7344

Counsel for Deutsche Telekom AG
and T-Mobile USA, Inc.

Attachments

cc: Attached Service List

¹¹ See Letter from Peter J. Schildkraut, Arnold & Porter LLP, and Nancy J. Victory, Wiley Rein LLP, to Marlene H. Dortch, Secretary, FCC (May 16, 2011) (objecting to Economics and Technology, Inc. consultants).

¹² See Letter from Peter J. Schildkraut, Arnold & Porter LLP, and Nancy J. Victory, Wiley Rein LLP, to Marlene H. Dortch, Secretary, FCC (May 11, 2011) (objecting to the PRTM management consultants).

EXHIBIT A

TelLAWCom Labs Inc.

100 Ovilla Oaks Drive, Suite 200, Ovilla, TX. 75154
(214) 888-1300 Voice
(972) 217-1995 Fax

May 10, 2010

AT&T
Connectivity Billing Mgmt.
300 North Point Parkway
Alpharetta, GA 30005
ATTN: Access Bill Coordinator

Dear Access Bill Coordinator,

Please be advised that TelLAWCom Labs Inc. is now the authorized collection Agent for CABS payments to Connect Insured Telephone (CIT). The previous address and contact that you presently have on file was terminated on April 28, 2010. For all future payments, please remit to the following address:

**Connect Insured Telephone
C/O TelLAWCom Labs Inc.
100 Ovilla Oaks Drive, Suite 200
Ovilla, TEXAS 75154**

Please update your records to reflect this change in order to ensure proper credit. If there are any questions or to verify this letter please feel free to contact me at the number above.

**Also please note, as of the date of this letter your outstanding balance to CIT is:
\$156,629.88.**

If you dispute this amount pursuant to the terms of the CIT tariff, or would like us to send you an updated invoice, please contact us immediately. Seriously delinquent accounts are being referred for collection in the courts, in compliance with the decision of the Public Utility Commission of Texas in Dockets 37671, 37916, 37915 and 37851. We stand ready to discuss payment arrangements with you in good faith, in order to avoid this regrettable consequence.

Yours truly,



Leo A. Wrobel
Principal

EXHIBIT B



Deborah S. Waldbaum
General Attorney
AT&T Services, Inc.
7404 E. Villanova Place
Denver, Colorado 80231
303-537-1618
waldbads@att.com

December 28, 2008

Leo A. Wrobel
TelLAWCom Labs Inc.
100 Ovilla Oaks Drive
Suite 200
Ovilla, Texas 75154

RE: Inquiries re: Outstanding Claims from Connect IT Inc. and 1st United Tel-Com, Inc.

Dear Mr. Wrobel:

I am responding to your inquiries to Lynda Eyerman of AT&T's Carrier Billing Management group regarding alleged outstanding access payments for traffic handled by your clients, Connect IT Inc. and 1st United Tel-Com, Inc, earlier this year. I apologize for the delay in responding, but we needed to complete our investigation before providing a response. At this time, AT&T denies your clients' claims for additional compensation, and instead, demands a refund of all access payments made by AT&T to them during 2008.

First, let me note that AT&T's original payment of invoices submitted by Connect IT and 1st United for access services during 2008, was calculated using the charges per minute of use authorized for interstate services pursuant to the FCC's CLEC Access Order (i.e., a CLEC is authorized to charge the rate charged by the incumbent carrier) and the rate set by the Public Utility Commission of Texas for intrastate access charges.

However, our investigation has now determined that the traffic reflected in your clients' invoices provided to AT&T during 2008, was the result of the improper use of autodialing applications by 'customers' of Connect IT Inc., and 1st United Tel-Com, Inc. As you may know, in May 2008, AT&T sent letters to Mr. Mike Maxey of "A Concerned Citizen" and Mr. Chris Malish, an attorney representing Bolin Real Estate, notifying them that AT&T had uncovered a suspected misuse of autodialing applications to target toll free numbers, including those of AT&T and/or AT&T customers, and demanding that both parties cease and desist from any further use of automated dialing systems. In its letters, AT&T explained that this misuse of these services placed an unfair burden on AT&T and its customers, imposing unnecessary expenses and potentially interfering with legitimate uses of toll free services. Further, AT&T noted that the use of automated telephone dialing systems to call toll free numbers, or to call any service for which the called party is charged for the call, is a direct violation of 47 U.S.C. §227(b), commonly known as the Federal Telephone Consumer Protection Act (TCPA).

Based on your inquiries, AT&T reviewed your clients' invoices to AT&T and found that the traffic reflected on their invoices was, in fact, the same traffic that prompted the cease and desist letters to Mr. Maxey and Mr. Malish. Further, AT&T has determined that there is an apparent relationship between the principals of the two 'customers' notified earlier this year about the misuse of toll free services, and the principals of the two carriers you represent. Based on these facts, AT&T believes that your clients' billing for traffic generated by autodialing applications was also improper, and therefore, AT&T is entitled to a refund of all access payments made to both Connect IT and 1st United during 2008.¹

Please have your clients submit these refunds to AT&T by January 30, 2009. Payments should be made to AT&T Corp., and can be submitted to Ms. Eyerman.

Very Truly Yours,



Deborah S. Waldbaum
General Attorney

cc: Lynda Eyerman
Geri Lancaster
Suzanne Leslie

¹

Dollars Billed and Paid Jan 08 - Sept 08

		Data	
Company Name	Co Code	Sum of Original Usg \$	Sum of Usage\$ Paid
1ST UNITED TEL-COM INC	968E	165,056.54	53,994.98
CONNECT INSURED TEL dba: CONNECT I.T.	463C	173,644.07	49,470.05
Grand Total		338,700.61	103,465.03

EXHIBIT C

From: LESLIE, SUZANNE C (Legal) [sl2507@att.com]
Sent: Monday, January 17, 2011 5:43 PM
To: Leo A. Wrobel
Subject: FW: Question re AT&T Service

Leo:

In response to questions numbered 1 and 2 in your e-mail, below, as indicated on AT&T's website with the following URL:
<http://www.business.att.com/wholesale/Service/data-networking-wholesale/metro-services-wholesale/dsl-access-services-wholesale/state=Texas/>

Remote Terminal Data Only Service is offered only as an AT&T Wholesale "Commercial DSL Product" and is not available under either an interconnection agreement or a resale agreement adopted pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, nor would AT&T offer Remote Terminal Data Only Service pursuant to such an agreement. AT&T Wholesale offers Remote Terminal Data Service only under a commercial agreement.

With respect to question number 3 in your e-mail, below, if your client does not already have an AT&T Wholesale account manager assigned, once a request is made to Contract Management, an AT&T Wholesale account manager will be assigned. Your client's AT&T Wholesale account manager can take your client's request for a commercial agreement.

Suzanne C. Leslie

General Attorney

AT&T Services, Inc.

214-757-3396

From: Leo A. Wrobel [<mailto:leo@tlc-labs.com>]
Sent: Thursday, January 13, 2011 4:46 PM
To: Suzanne Leslie
Subject: Question re AT&T Service

Hi Suzanne,

Hope your New Year is off to a good start. I have a question for you and your folks:

1. Is AT&T Remote Terminal Data Only Service (below and link) available under AT&T Wholesale or Resale Agreements?
2. If not, would AT&T negotiate an ICA to provide said service on a wholesale or resale basis?

I suspect the answer to both #1 and #2 is "no" but who knows, maybe I'll be surprised.

Remote Terminal Data Only Service

Remote Terminal (RT) Data Only Service is an end-to-end dedicated interstate internet transport service available to DLECs to provide xDSL-based services over AT&T's broadband architecture. This service provides a data-only loop to DLEC's collocation arrangement in each serving wire center.

This data-only offering does not include a separate transmission path for voice traffic and is available irrespective of whether AT&T is providing the retail voice service to the carrier's data customer.

This appears to be the URL that describes the service. It is on the AT&T Wholesale site.

<http://www.business.att.com/wholesale/Service/data-networking-wholesale/metro-services-wholesale/dsl-access-services-wholesale/state=Texas/>

3. If this service is not available under any wholesale or resale agreement, would you provide me the name and contact number of the appropriate **AT&T retail** services person for possible establishment of a national account? We have a new client that is contemplating a state wide rollout of DSL services. Reliability of the service provider may be more important than price. What I am saying, amazingly, is that I may have a new customer to refer to AT&T, but I have been asked to research all alternatives. I appreciate your response.

Thanks,

Leo A. Wrobel
Principal
TelLAWCom Labs Inc.
<http://www.tlc-labs.com>
(214) 888-1300 Office
(214) CALL-LEO Mobile
(972) 217-1995 Fax

EXHIBIT D

TelLAWCom Labs Inc.

100 Ovilla Oaks Drive, Suite 200, Ovilla, TX. 75154
(214) 888-1300 Voice
(972) 217-1995 Fax

August 13, 2007

Suzanne Leslie
General Attorney, AT&T Services Inc.
208 S. Akard Street, One AT&T Plaza, Rm. 2900
Dallas, TEXAS 75202

Dear Ms. Leslie:

Please be advised that my company, Lea's Telephone Service, Inc. has authorized TelLAWCom Labs Inc. to request and /or negotiate signature-ready copies of (a) a performance measure (PM) remedy agreement on behalf of the undersigned, or, (b) an amendment to our existing interconnection agreement, or, (c) other PM-related document, in order that the undersigned may participate in the PM remedies currently available from AT&T to CLECs in the following states: (Check "X" all states that apply below)

Former SBC States

☒ Texas ☐ Kansas ☐ Missouri ☐ Oklahoma ☐ Indiana ☐ Illinois
☐ Ohio ☐ California ☐ Nevada ☐ Connecticut ☐ Michigan ☐ Arkansas ☐ Wisconsin

Former Bell South States

☐ Alabama ☐ Florida ☐ Georgia ☐ Kentucky ☐ Louisiana ☐ Mississippi
☐ North Carolina ☐ South Carolina ☐ Tennessee

If there are any questions, please direct them to our contact, Leo A. Wrobel, at (214) 888-1300.

Yours truly,



Signature

Shillman Mason, CEO LTS

Printed Name, Title, and Company

Please fill in, sign, and fax to (972) 217-1995.

CERTIFICATE OF SERVICE

I hereby certify that on this eighteenth day of May, 2011, I caused true and correct copies of the foregoing to be served by electronic mail (to Best Copy and the FCC staff) and by first-class mail, postage prepaid (to Mr. Wrobel) upon:

Best Copy and Printing, Inc.
445 Twelfth Street, S.W.
Room CY-B402
Washington, D.C. 20554
FCC@BCPIWEB.COM

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Mobility Division
Wireless Telecommunications Bureau
Federal Communications Commission
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/s/ Shelia Swanson
Shelia Swanson
Senior Legal Assistant
Arnold & Porter LLP